

## **Program Agreement**

**Agreement #** 09182017

Supplier: Copiers Northwest Customer Leg	al Name: City of Marysville
601 Dexter Ave N Stree	t Address: 1049 State Avenue
Seattle, WA, 98109 King County City, State, Zig	p, County: Marysville, WA. 98207 Snohomish
PLEASE CHECK ONE: Per Machine Minimum 🗸 Consc	olidated Minimum
Make / Model / Accessories Serial Nu	mber Minimum Number Minimum Monthly Excess Per Copy Charge
See Schedule A	
Pricing per NASPO #05214/3091	81,197.23
	TOTALS: See Schedule A \$1,177.11 See Schedule A
TRANSACTION TERMS: 48 Months	ADVANCE PAYMENT: \$ 0.00
METER READING PREFERENCE (monthly if not checked)	(plus applicable taxes) rter Other:
Equipment Address:	City, State, Zip:
(if different from Customer Address above)	Discuss 360 363 8030
	Phone: 360-363-8030 Email: sgyurkovics@marysvillewa.gov
to ask us any questions you may have. The word "Agreement" means this Flex named above. The words "we", "us", and "our" refer to the Owner named below.	
REFINANCED INTO A NEW AGREEMENT WITH SUCH BALANCE DETERMINED UPGRADE REQUEST WILL ALSO BE SUBJECT TO YOU ACQUIRING THE NEW I APPROVAL. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINES PURPOSES.  YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AN WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE USED OF THE STATE WHERE OWNER HAS ACCEPTED AN VENUE OF FEDERAL AND STATE COURTS LOCATED WHERE THIS AGREEMENT IS ACCEPTED BY OWNER:  Legal Name:  By:    Mark   Paris	NTO A NEW AGREEMENT. THE BALANCE DUE ON THIS AGREEMENT WILL BE DBY US BUT WILL NOT INCLUDE AN EARLY TERMINATION PENALTY. THE EQUIPMENT FROM COPIERS NORTHWEST, INC. AND SUBJECT TO OUR CREDIT SS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD  ND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT NTIL AND UNLESS WE EXECUTE THIS AGREEMENT. THIS AGREEMENT WILL BE ND EXECUTED THIS AGREEMENT. YOU AGREE TO THE JURISDICTION AND NT IS ACCEPTED BY CUSTOMER: (All Fields Required)  Customer Legal Name:  City of Marysville  Signature of Authorized Signer:  Printed Name of Auth. Signer:  Date:  Date:  Y  Y  1-6001459
	ONAL GUARANTY  dersigned, together and separately, unconditionally and irrevocably guarantee to Owner, its successors
and assigns, the prompt payment and performance of all obligations under this Agreement. We ag against us without disposing of any security or seeking to collect from Customer, (b) we waive all extend or otherwise change the terms of the Agreement without notice to us and we will be bound	ree that (a) this is a guaranty of payment and not of collection, and that Owner can proceed directly defenses and notices, including those of protest, presentment and demand, (c) Owner may renew, by such changes and (d) we will pay all of Owner's costs of enforcement and collection. This guaranty bligations under this guaranty continue even if Customer becomes insolvent or bankrupt or is discharged oner. THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THE
By:, individually	By:
Address:	Address:
Social Security Number:	Social Security Number:
Witness:	Witness:

- 1. AGREEMENT, Copiers Northwest, Inc. (CNW) has agreed to provide FULL SERVICE AND SUPPLY MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER (EXCEPT FOR FAXES AND WIDE FORMAT DEVICES), DEVELOPER AND PARTS NECESSARY TO PRODUCE COPIES. YOU MUST PURCHASE PAPER AND STAPLES, IF APPLICABLE, SEPARATELY.
- WIDE FORMAT DEVICES), DEVELOPER AND PARTS NECESSARY TO PRODUCE COPIES. YOU MUST PURCHASE PAPER AND STAPLES, IF APPLICABLE, SEPARATELY.

  2. MAINTENANCE. Program Agreement senice covers normal wear and tear on the Equipment You agree to provide adequate power for the Equipment You acknowledge that (a) we are not responsible for any service, repair, or maintenance of the Equipment, and (b) we are not a party to any maintenance service agreement. You agree to provide meter readings at the request of CMW. You agree to pay for maintenance service outside of CNW's normal business hours or service required by your negligence or nisuse of the Equipment at the CMW's customary rates. Connected products (peripherals) of any type are not included with this Agreement.

  3. DELIVERY AND ACCEPTANCE OF EQUIPMENT: Acceptance of the Equipment occurs upon delivery. This lease commences upon delivery of the Equipment to you. When you receive the Equipment, you agree to naste the verify by telephone or in whiting such information as we may require. Delivery and installation costs are your responsibility. If you have signed a gurchase contract for the Equipment, by signing this Agreement and you assign your rights, but none of your obligations under it, to us. As you will have possession of the Equipment from the date of its delivery and acceptance, if We accept and sign this Agreement You and hased for a more than 40 date. ed on a month of 30 days
- 4. COPY CHARGES, Each month during the Term of this Agreement, you agree to pay us the applicable Minimum Monthly Payment (plus applicable taxes) for each unit of Equipment on the date we tall you. In return for the 4. COPY CHARGES. Each month during the Term of this Agreement, you agree to pay us the applicable Minimum Monthly Payment (plus applicable taxes) for each material copy which the Minimum Number of Copies and Minimum Monthly Payment you are entitled to use the Minimum Number of Copies plus applicable taxes). We may estimate the number of copies used if you do not provide us with meter readings within seven (7) days of request. We will adjust the astimated charge for excess copies upon receipt of actual plus applicable taxes). We may estimate the number of copies used if you do not provide us with meter readings within seven (7) days of request. We will adjust the astimated charge for excess copies upon receipt of actual representations and to applicable taxes. We will adjust the astimated charge for excess copies upon receipt of actual representations and the astimated charge for excess copies upon receipt of actual representations and the astimated charge for excess copies upon receipt of actual representations and the astimated charge for excess copies upon receipt of actual representation of the adjustment of the astimated charge for excess copies upon receipt of actual representations and the adjustment of the astimated charge for excess per copy of the adjustment of the astimated charge for excess per copy of the adjustment of the astimated charge within the astimated by the astimated charge in the astimated by the astimated and the astimated astim

accordance with Section 17. If we collect more than one payment as Advance Payment, we may apply such Advance Payment to the Minimum Monthly Payment(s) due at the end of the Term. Restrictive endorsements on checks you send to us will not reduce your obligations to us. Unless a proper exemption certificate is provided, applicable sates and use taxes will be added to the Minimum Monthly Payments and Excess Per Copy

Charges.

5. UNCONDITIONAL OBLIGATION. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL MINIMUM MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT AND ANY OTHER AMOUNTS DUE FOR THE FULL TERM, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST MINIMUM MONTHLY PAYMENTS OR OTHER AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER.

6. DISCLAMMER OF WARRANTIES. THE EQUIPMENT IS BEING PROVIDED TO YOU IN ASIS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS AGREEMENT, YOU AGREE

- S. DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING PROVIDED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS AGREEMENT. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT ASAD DON YOU MAY JUDGEMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENTS MERCHANTABLITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OP MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SQUIPMENTS MERCHANTABLITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OP MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH AGREEMENT, you may enforce all warranty rights directly against the manufacturer and you will contact the manufacturer for a description of your warranty rights Provided you are not in default under this Agreement, you may enforce all warranty rights directly against the manufacturer of the Equipment You agree to settle any dispute you may have regarding performance of the Equipment directly with the supplier.

  7. TITLE, The Equipment is and shall remain our sole property

  8. USE, MAINTENANCE AND REPART. You will not move the Equipment from the Equipment to a new Equipment Location, any maintenance, service and supply costs which may be included in the Minimum Monthly Payment or any Excess Per Copy Charges, may be increased by us at our sole discretion. You will give us ressonable access to the Equipment to accidence of the Equipment of the Warring of the Hospital of the Warring or the Equipment of the Warring of the Hospital of the Warring or the Equipment of the Warring of the Hospital of the Warring o
- and an keep it eighbor or any manufactures of estimated by the Equipment of your life to thake any permanent alterations to the Equipment of your will not make any permanent alterations to the Equipment of your property. As you have due alt sales and use texes, personal property and all other laxes and charges, license and registration fees, relating to the ownership, leasing, results, sale, purchase, possession or use of the Equipment as part of this Lease or as billed by us a billed by us yes to you gare to pay us any extension of your permanent. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge (as described in the paragraph titled Collection Expenses. Overdue. Payment) on such payments if applicable personally, to eimburse us for our costs of preparing, reviewing and filting any such returns. You agree, and we have the right to (i) bill monthly or annually the estimated applicable personal property taxes together with the fees described herein and (ii) bill your personal property taxes together with the fees described herein and (ii) bill monthly payment of use to assessment of such laxes. Your estimated monthly payment will be based on the full amount of such taxes, without regard to any discounts we may obtain. You also agree to appoint us a your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere
- No. INDEMNITY. We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, selection, purchase, agreement, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Agreement has expired for acts of omissions which on occurred during the Terms of this Agreement in the Indemnity continues even after the Agreement, including your official name, serial numbers and any other information describing the Equipment. We will send you copies of

- 11. IDENTIFICATION. You authorize us to insert or correct missing information on this Agreement, including your official name, senal numbers and any other information describing the Equipment We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

  12. LOSS OR DAMAGE. You are responsible for any tose of the Equipment from any cause at all whether or not insured, from the time the Equipment is shipped to you until it is returned to us. If any item or Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at our option, you will either (a) repair the Equipment set that it is in good condition and working order, eligible for any manufacturer's certification, or you are used to the Net Book. Value (as defined in Section 15) of the lost stolen or damaged Equipment If you have satisfied your obligations under this Section 12, we will flower to you any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 15 of this Agreement.

  13. INSURANCE. You agree to keep the Equipment fully insured against loss with us as loss payes, and (b) obtain a general public liability insurance policy covering both personal injury and properly damage in amounts not less than we may tell you, naming us as additional insured, until you have met all of your obligations under this Agreement. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 15 days prior to the date set for cancellation our request you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not use each your day of proper insurance within 10 days affour request or we receive notic
- ion you have made in this Agreement shall prove to have been false or misleading in any malerial respect or (f) you or any of your guarantors break any promise made in this Agreement or any guaranty and do not correct the default. In 10 days after we send you written notice of the default, or (g) you default on any or all of the following: (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a panalty declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to us under this Agreement, pitus (ii) all Minimum Monthly Payments remaining through the end of the Tem descounted the higher of 6% or the lowest rate allowed by law, pitus (iii) the fair market value of (ii) and and payable by you to us under this Agreement, pitus (iii) all Minimum Monthly Payments remaining through the end of the Tem have the Equipment repossesses of 6% or the lowest rate allowed by law, pitus (iii) the fair market value of 16 Equipment (collectively, the "Net Book Value"). We have the right to require you to make the Equipment and the repossesses of the Equipment repossesses of the Equipment of the Equipment (as the passession of the Equipment we may (as sell or lease the Equipment to court order to private sales or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree we have no obligation to sell the Equipment, we will reduce the Net Book Value by the amounts we receive You will immediately pay us the remaining Net Book Value. You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advantising, (b) to pay all of the costs we incur to enforce our rights against you. Incuding attorney's fees, and (c) that we will retain all of our rights against you over the one of the Equipment and your default.

  16 YOUR OPTIONS AT END OF TERM. No more than ninety (90) days but not less than thirty (30) days prior to the expiration of the Term or any Renewal Term
- 16. YOUR OPTIONS AT END OF TERM. No more than ninety (90) days but not less than thirty (30) days prior to the expiration of the Term or any Renewal Term (as such term is defined below), you shall give us written notice of your intention at the end of the Term or such Renewal Term to either (a) continue paying Minimum Monthly Payments and Excess Per Copy Charges until the Equipment is received and accepted by us pursuant to Section 17 (r you fail to provide us with written notice in the time frame referenced above, or having notified us, you fail to return the Equipment in accordance with Section 17 inter Term of this Agreement shall automatically renew for an additional mans. (40) should see that the provisions of this Agreement shall automatically renew for an additional mans. (40) shoulds (each, a "Renewal Term") and all of the provisions of this Agreement shall automatically renew for an additional mans. (40) shoulds (each, a "Renewal Term") and all of the provisions of this Agreement shall cultimate the renew of the renewal Term or additional mans. (40) shoulds (each, a "Renewal Term") and all of the provisions of this Agreement shall cultimate the renew of the renewal Term or additional mans. (40) shoulds (each, a "Renewal Term") and all of the provisions of this Agreement shall cultimate the renew of the renewal Term or additional mans. (40) should be equipment is not located within CNW's service area. If (a) additional mans to proper the renewal Term or additional mans to proper the renewal Term or additional mans to proper the renewal Term's available to your apply including the Equipment is located within CNW's service area. If (a) additional mans to proper the renewal Term or additional mans to proper the renewal Term's available to your additional mans to proper the renewal Term's available to your additional mans to proper the renewal Term's available to your additional mans to proper the renewal Term's available to your additional mans to proper the renewal Term's available to your additional mans

- 18. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement (a) you have the lawful power and auditionity to enter into this Agreement. (b) the individuals signing this Agreement have been duly authorized to do so on your behalf. (c) by entering into this Agreement, you will not violate any law or other Agreement to which you are a party. (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.

  19. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the Term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business. If you change the name of your business, or if there is a change in your ownership, (b) you will provide to us such financial information as we may reasonably request from time to time, and (c) you will take any action we reasonably request from time to time, and (c) you will take any action we reasonably request from time to time, and (c) you will take any action we reasonably request from time to time, and (c) you will take any action we reasonably request from time to time. And the provided to use the supplementation of the sup set-offs that you may have against us. However, any such assignment, sale, or transfer of this Agreement of the Equipment will not retieve us of any obligations we may have to you under this Agreement. If you are given notice of a new owner of this Agreement, you agree to respond to any requests about this Agreement and to pay the new owner all Minimum Monthly Payments and Excess Per Copy Charges and other amounts due under this Agreement.
- ment.
  21. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION. You agree that we can but do not have to, take on your behalf any action which you fail to take as required by this Agreement, and our expenses will be in addition to the Minimum Monthly Payments and Excess Per Copy Charges which you owe us. We may charge you a late charge to cover our collection costs aqual to the highest of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due smount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If
- you so request and we permit the early termination of this Agreement, you agree to pay a fee for such privilege.

  2. MISCELLANEOUS. This Agreement contains our enter Agreement and supersedes any conflicting provision of any Equipment purchase order or any other Agreement. TIME IS OF THE ESSENCE IN THIS AGREEMENT if a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$79,00 to cover our documentation and investigation.
- 23. NOTICES, All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement, or by facsimile franchission to our facsimile telephone number, with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address or facsimale telephone number by giving notice to the other of the change.

  24. WAIVERS, WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Gode including but not limited to your rights to (a) cancel or repudits this Agreement; (b) reject or revoke acceptance of the Equipment, (c) recover damages from us for any breach of warranty or for any other reasons and any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damages, which require us to provide you with notice of default, including the ACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. We will not be liable for specific performance of this Agreement or for any losses, damages, delay or feature to the theory Equipment.
- Influe to deliver Equipment.

  25. UCC FilloS. You grant us a security interest in the Equipment if this Agreement is deamed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment.

  26. UPGRADE OPTION. You may upgrade any item of Equipment provided (a) at least 30 days prior to such upgrades, you notify us in writing of your intention to upgrade the Equipment and the senior instrument of Equipment to be upgraded, (b) we credit approve the new fransaction, (c) we and you sign a new Program Agreement covering the new Equipment, (d) the new Equipment is acquired from Copiers Northwest, Inc., (e) you return the upgraded item(s) of Equipment to us in accordance with Section 17 of this Agreement, and (f) no default shall have occurred under this Agreement.



			Schedule A		
Quantity	Description	Monthly Lease	Service CPC	Copies Included	Location / Department
1	Canon IRC5560	128-47 \$ 293.6	17 \$ 293.4\$0.0075 B/W - \$0.0504 Color	0	Engineering (2nd Fl Admin)
1	Canon IRC7565	\$317.71	\$0.0071 B/W - \$0.0474 Color	0	Parks Admin
1	Canon IRC5540	\$233.43 1 205.35	\$233.43 \$ 228 .33 \$0.0075 B/W - \$0.0635 Color	0	Admin Public Works (Small Color)
1	Canon IRC7565	\$317.71	\$0.0071 B/W - \$0.0474 Color	0	Admin Public Works (Large Color)
1	Canon IR400if	\$39.83	\$0.0111 B/W	0	Senior Center
	Total:	\$			
		B 1,197.23			

**Customer Appproval** 

